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Hearings Examiner: Kenneth J. Latsch
Mediator: Fred Rosenberry

KING COUNTY
LABOR RELATIONS

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION
IN THE STATE OF WASHINGTON

KING COUNTY CORRECTIONS GUILD)	
)	
Complainant,)	No. 14392-U-99-3565
)	
vs.)	
)	SETTLEMENT AGREEMENT
KING COUNTY,)	
DEPARTMENT OF ADULT DETENTION,)	
)	
Respondent.)	
)	

Section 1. Purpose. This Agreement is made as a compromise between and among the parties for complete and final settlement of the above-captioned Unfair Labor Practice brought against the King County Department of Adult Detention by the King County Correction Guild's ("Guild").

Section 2. Statement of the Dispute. On February 10, 1999, the Guild filed a Unfair Labor Practice against the County, involving a Refusal to Bargain allegation over the implementation of the Administer Leave Benefit Policy which is presently before the Public Employment Relations Commission. The Parties, in an effort to resolve their differences, engaged in a settlement mediation through the Public Employment Relations Commission resulting in a September 13, 1999 tentative settlement which remains subject to the approval by the Guild.

SETTLEMENT AGREEMENT - 1

1 **Section 3. Terms of Settlement.** In an effort to avoid the expense, burden and uncertainty
2 of an Unfair Labor Practice hearing and in consideration of the mutual covenants set forth herein,
3 the Guild and the County agree to settle the dispute according to the following terms:

- 4 **3.1** Each bargaining unit member shall be allotted up to 9.5 days which is the
5 equivalent of 77.6 hours of sick leave before hitting a Furnished Proof
6 **3.2** The Department will still maintain the right to evaluate any bargaining unit
7 member's sick leave usage, should the member fall into a defined "suspect
8 class." Those members will be evaluated on a case-by-case basis at any time.
The actual definition of what a "suspect class" is will be discussed in a Joint
Labor Management Committee session;
- 9 **3.3** Any absences that are verified and/or confirmed by a health care professional
10 shall not be counted against the 9.5 day/77.6 hour threshold for Furnished
11 Proof, *PROVIDED*, that the verification and/or confirmation is attached to the
12 absence request which is submitted within 48 hours of the member's return to
work. The Parties acknowledge Management's right to challenge any health
care professional's verification and/or confirmation;
- 13 **3.4** Should a member take sick leave hours and not have enough sick leave hours
14 on their account to cover the leave, all hours taken, either paid or unpaid, will
be charged against the 9.5 day/77.6 hour threshold consistent with the terms of
this Agreement;
- 15 **3.5** The Furnished Proof review period shall be from January 1st through December
16 31st of each calendar year. For the period August 1, 1999 to December 31,
1999, the threshold shall be prorated for that period remaining in the calendar
17 year. During the month of January, all employees shall have their previous
year's sick leave evaluated;
- 18 **3.6** Any member who has taken greater than an aggregate 9.5 days/77.6 hours of
19 *non-medically verified* sick leave, shall be placed on Furnished Proof status
until the subsequent year's review;
- 20 **3.7** The Department will establish a baseline of ten (10) days which shall serve as
21 the "Target Baseline." If the Guild bargaining unit members achieve a
22 reduction in the average use of sick leave, over a three consecutive year period
of no more than ten days of average sick leave use, the Department agrees that
this Agreement shall become the formal Furnished Proof Policy and can only
be changed or altered after proper notification and bargaining with the Guild.

1 *HOWEVER*, should the average amount of sick leave utilized in the next two
2 years by Guild members result in an average over the ten-day baseline, it is
3 agreed that this Agreement becomes null and void and the Department will
4 have the option to revert to the October, 1998 Administer Leave Benefit Policy
5 without having to bargain over the Policy; and

6 **3.8** The Department of Adult Detention agrees that it will submit a Furnished Proof
7 List for the time period of July 1998 to July 1999. The effect of this term being
8 that any members whose name would have appeared on the List for that time
9 period will be granted an amnesty as to Furnished Proof.

10 **Section 4. Costs.** Each party shall bear responsibility for any attorneys' fees and costs
11 arising from the actions of the party's own counsel, or counsel acting on behalf of the party, in
12 connection with the actions described in Section 2 above. ~~The parties shall bear the costs of~~
13 ~~cancellation of the September 16 and 17, 1998 arbitration equally.~~ JCK KJ

14 **Section 5. Compromise.** This Settlement Agreement is not an admission of wrongdoing
15 or liability by either party to this Agreement but constitutes a compromise of the respective parties'
16 positions.

17 **Section 6. Withdrawal With Prejudice.** Contemporaneously with the execution
18 of this Agreement, the Guild shall withdraw with prejudice the above-captioned Unfair Labor
19 Practice. In addition, the Guild agrees that any grievance, PERC filing or other legal claim which
20 has been filed or could have been filed by the Guild up to the date of this Agreement concerning the
21 subject matter of the above-noted Administer Leave Benefit Policy is dismissed with prejudice
22 and/or will not be pursued.

Section 7. Voluntary Release. The representatives of the Guild and the County
understand and acknowledge the significance and consequences of this Agreement, and
acknowledge that it is voluntary and has not been given as a result of any coercion, and expressly
confirm that it is to be given full force and effect according to each and all of its provisions.

SETTLEMENT AGREEMENT - 3

1 **Section 8. Severability.** It is further understood and agreed that if any of the provisions
2 of this Agreement are held to be invalid or unenforceable, the remaining provisions shall
3 nevertheless continue to be valid and enforceable. This Agreement shall not be construed against its
4 drafter.

5 **Section 9. Complete Agreement.** This Agreement represents and contains the entire
6 understanding between and among the parties in connection with the subject matter of this
7 Agreement. It is expressly acknowledged and recognized by the Guild and the County that any such
8 prior agreements are specifically terminated.

9 **Section 10. Effectiveness of Agreement.** After all signatory parties sign this Agreement, it
10 shall become effective retroactive to August 1, 1999.

11
12 Dated: 10/9/99

[Signature]
David Karstetter, Jr.
King County Corrections Guild Attorney

13
14 Dated: 10/13/99

[Signature]
Karen Caldwell
King County Corrections Guild President

15
16 Dated: 10.6.99

[Signature]
Kerry Delaney, Esq.
King County Labor Analyst

17
18 Dated: 10.7.99

[Signature]
Steve Thompson
Interim Director Department of Adult Detention